

# State of Vermont

Dept of Buildings & General Svcs  
Purchasing & Contract Admin  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7601  
USA

## CONTRACT



**Vendor ID 0000001279**  
**Sherwin Williams**  
**62 River St**  
**Montpelier VT 05602**  
**USA**

<b>Contract ID</b> 0000000000000000000012855		<b>Page</b> 1 of 3
<b>Contract Dates</b> 03/31/2008 to 03/31/2010		<b>Origin</b> CPS
<b>Description:</b> BRIDGE PAINT PRIMER & THINNER		<b>Contract Maximum</b> \$99,999.00
<b>Buyer Name</b> Sellears, Stuart	<b>Buyer Phone</b> 828-2217	<b>Contract Status</b> Approved

**Phone #: 802-223-3457**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		ZINC RICH BRIDGE PAINT PRIMER	GAL	81.00000	0.00	0.00
		FINISH: FLAT COLOR: GRAY VOLUME SOLIDS: 67% WEIGHT SOLIDS: 91.7% VOC: 2.8 LB/GAL ZINC CONTENT IN DRY FILM: 83%				
		NO FRIEGHT CHARGES AND NO MINIMUM ORDERS				
2		THINNER	GAL	15.00000	0.00	0.00
		FOR USE WITH BRIDGE PAINT PRIMER ONLY.				
		NO FREIGHT CHARGES AND NO MINIMUM ORDERS				

### CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE: THE VERMONT PURCHASING AND CONTRACT ADMINISTRATION DIVISION ON BEHALF OF THE AGENCY OF TRANSPORTATION IS SEEKING TO ESTABLISH PURCHASING AGREEMENTS WITH ONE OR MORE COMPANIES THAT CON PROVIDE ZINC RICH BRIDGE PAINT PRIMER.

CONTRACT PERIOD: CONTRACT WILL BE FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE(1) YEAR PERIODS

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED

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AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 \*\* REPORT DUE: APRIL 15  
REPORTING PERIOD: APRIL 1 - JUNE 30 \*\* REPORT DUE: JULY 15  
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 \*\* REPORT DUE: OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 \*\* REPORT DUE: JANUARY 15

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR BRIDGE PAINT PRIMER ISSUED MARCH 10, 2008 AND VENDOR'S RESPONSE DATED MARCH 19, 2008.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

CONTRACTOR MUST PROVIDE TECHNICAL SUPPORT AND CONSULTATION TO STATE AGENCIES AND DEPARTMENTS RELATED TO USE OF PRODUCTS AT THE REQUEST OF CONTRACT USERS. THIS SUPPORT MAY INCLUDE BUT IS NOT LIMITED TO, SITE VISITS TO TROUBLESHOOT PRODUCT APPLICATION/PERFORMANCE ISSUES AND/OR EVALUATION AND RECOMMENDATION OF MATERIAL USE. RESPONSE TO SUCH REQUEST WILL BE WITHIN 48 HOURS OF REQUEST.

PACKING SLIPS AND MATERIAL DATA SAFETY SHEETS (MSDS) SHALL ACCOMPANY ALL DELIVERIES.

ALL CONTAINERS MUST BE LABELED TO SHOW MANUFACTURER'S NAME, BRAND NAME, PRODUCT CODE OR OTHER IDENTIFICATION, MAXIMUM VOC CONTENT, COMPOSITIONAL ANALYSIS, AND DIRECTIONS FOR USE. ALL LABELS MUST COMPLY WITH STATE AND FEDERAL REGULATIONS PERTAINING TO WORKER "RIGHT-TO-KNOW" LAWS. MATERIALS NOT SO LABELED WILL BE REJECTED AND RETURNED TO THE SUPPLIER FOR REPLACEMENT WITHIN 5 CALENDAR DAYS AND AT NO EXPENSE TO THE STATE OF VERMONT.

MINIMUM SHELF LIFE SHALL NOT BE LESS THAN TWELVE MONTHS. PRODUCT SHALL SHOW NO SIGN OF CURDLING, CAKING OR GUMMY RESIDUE.

ITEMS OFFERED UNDER THIS CONTRACT SHALL BE STOCKED BY THE CONTRACTOR OR OTHERWISE AVAILABLE FOR DELIVERY WITHIN 5 BUSINESS DAYS.

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STUART SELLEARS  
SENIOR PURCHASING AGENT  
802-828-2217  
FAX 802-828-2222  
stuart.sellears@state.vt.us

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Fed ID or SSN: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_